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8  
9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN FRANCISCO DIVISION**

12 ASSURANCE WIRELESS USA, L.P.;  
13 METROPCS CALIFORNIA, LLC; SPRINT  
SPECTRUM LLC; T-MOBILE USA, INC.; and  
14 T-MOBILE WEST LLC,  
Plaintiffs,

Plaintiffs,

16 v.

17 ALICE B. REYNOLDS, President of the  
18 California Public Utilities Commission, in her  
official capacity; KAREN DOUGLAS,  
19 Commissioner of the California Public Utilities  
Commission, in her official capacity; DARCI  
20 E. HOUCK, Commissioner of the California  
Public Utilities Commission, in her official  
21 capacity; JOHN REYNOLDS, Commissioner of  
the California Public Utilities Commission, in  
22 his official capacity; and GENEVIEVE  
SHIROMA, Commissioner of the California  
23 Public Utilities Commission, in her official  
capacity,

Defendants.

Case No. 3:23-cv-00483-LB

**DECLARATION OF IAN P.  
CULVER**

1 I, Ian P. Culver, declare as follows:

2 1. I am an attorney licensed in California, admitted to this Court, for the  
3 California Public Utilities Commission. I have personal knowledge of the matters in  
4 this Declaration and would testify as to them.

5 2. I make this Declaration in support of Defendants' Opposition to  
6 Plaintiffs' Motion for Preliminary Injunction for the purpose of authenticating the  
7 following exhibits.

8 3. Attached hereto as Exhibit 1 is a true and correct copy of T-Mobile's  
9 Terms and Conditions I obtained using my personal computer on February 6, 2023, at  
10 <https://www.t-mobile.com/responsibility/legal/terms-and-conditions>.

11 4. Attached hereto as Exhibit 2 is a true and correct copy of Sprint's Terms  
12 and Conditions I obtained using my personal computer on February 6, 2023, at  
13 <https://www.sprint.com/en/legal/terms-and-conditions>.

14 5. Attached hereto as Exhibit 3 is a true and correct copy of Assurance's  
15 California Schedule of Rates I obtained using my personal computer on February 7,  
16 2023, at [https://www.assurancewireless.com/download\\_file/800/0](https://www.assurancewireless.com/download_file/800/0).

17 6. Attached hereto as Exhibit 4 is a true and correct copy of Metro by  
18 T-Mobile's Tax Terms and Conditions I obtained using my personal computer on  
19 February 6, 2023, at <https://www.metrobyt-mobile.com/terms-and-conditions/taxes>.

20 I declare under penalty of perjury under the laws of the United States that the  
21 foregoing is true and correct.

22 Executed on February 27, 2023, in Pasadena, California.

23  
24 /s/ Ian P. Culver  
25 Ian P. Culver  
26  
27  
28

# Exhibit 1

to Culver Declaration

# Terms and Conditions

Thanks for choosing T-Mobile. Please read these Terms & Conditions (“T&Cs”), which contain important information about your relationship with T-Mobile, including mandatory arbitration of disputes between us, instead of class actions or jury trials. You will become bound by these provisions once you accept these T&Cs.

## WHO IS THIS AGREEMENT WITH?

These T&Cs are an agreement between you and us, T-Mobile USA, Inc., and our controlled subsidiaries, assignees, and agents.

## HOW DO I ACCEPT THESE T&Cs?

You accept these T&Cs by doing any of the following things:

- giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- activating, using or paying for the Service or a Device; or
- opening the Device box.

If you don’t want to accept these T&Cs, don’t do any of these things.

When you accept, you're telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a contract. If you accept for an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

## WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

In these T&Cs, you'll find important information about:

- T-Mobile services provided to you (“Service”);
- Any equipment for which we provide Service or which we provide to you to be used with our Service, such as a phone, handset, tablet, SIM card, or accessory (collectively, a “Device”);
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device (“Charges”);
- Privacy information;
- Network management practices;
- Limitations of liability; and
- Resolution of disputes by arbitration and class action and jury trial waivers.

## ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

On Demand Lease Yes. Your "Agreement" includes these T&Cs, the additional terms found in your



Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these T&Cs. Sections marked “\*” continue after termination of our Agreement with you.

You should be aware that our Privacy Notice, located at [www.T-Mobile.com/privacy](http://www.T-Mobile.com/privacy), and Open Internet Policy, located at [www.T-Mobile.com/OpenInternet](http://www.T-Mobile.com/OpenInternet), apply to the use of our products and services. You might also have other agreements with us, such as an equipment installment plan or JUMP! Agreement.

## **\*HOW DO I RESOLVE DISPUTES WITH T-MOBILE?**

By accepting these T&Cs, you are agreeing to resolve any dispute with us through binding arbitration or small claims dispute procedures (unless you opt out), and to waive your rights to a jury trial and to participate in any class action suit. For additional terms and conditions governing a dispute between us, including how to dispute Charges assessed to you on your bill, choice of law, disclaimers of certain warranties, limitations of liabilities, and your indemnification obligations, see “Other Terms Regarding Dispute Resolution” below.

**Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.** This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third-party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

**For Puerto Rico customers**, references to “small claims court” should be understood to mean the Puerto Rico Telecommunications Regulatory Board (“TRB”) for matters within the jurisdiction of said agency. See **OTHER TERMS REGARDING DISPUTE RESOLUTION** for details on the billing dispute process in Puerto Rico.

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the “Opt Out Deadline”).** You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or online at [www.T-Mobiledisputeresolution.com](http://www.T-Mobiledisputeresolution.com). **Any opt-out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim in arbitration or small claims court.**

For any and all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address provided in the “How Do We Notify Each Other” Section below. You and we each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time.

**If we are unable to resolve your claim within 60 days despite those good faith efforts, then either you or we may start arbitration or small claims court proceedings.** To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent (see the “How Do We Notify Each Other” section below) and to the American Arbitration Association (“AAA”). The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflicts with our agreement in these T&Cs, in which case these T&Cs will govern. The AAA rules are available at [www.adr.org](http://www.adr.org). If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration, and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys’ fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys’ fees and costs. Except for claims determined to be frivolous, we agree not to seek attorneys’ fees in arbitration even if permitted under applicable law.

**Class Action Waiver. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION.** If we believe that any claim you have filed in arbitration or in court is inconsistent with this limitation, then you agree that we may seek an order from a court determining whether your claim is within the scope of this class action waiver. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action. **If you opt out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

## WHAT IS A RATE PLAN?

Your “Rate Plan” includes your Service allotments, for example, for minutes, messages or data, rates and other terms. T-Mobile may introduce access to new technologies, features, or services that you can add for an additional charge. If any term in your Rate Plan conflicts with these T&Cs, the term in your Rate Plan governs.

## HOW WILL I BE CHARGED FOR DATA USAGE?

Data service may be included in your Rate Plan or International Pass or you may be charged for data usage on a pay per use basis (“Data Plan”). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current usage by visiting my.T-mobile.com or by using a short code from your device (you can find more information about the short code at [www.t-mobile.com](http://www.t-mobile.com)). Sprint customers can check current usage by logging into your account at Sprint.com, or by using the My Sprint app. If you do not have a Data Plan, your Device may not be able to access data services.

## HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

If you want someone else to be able to access and manage your account, you can establish them as an “Authorized User,” so they can:

- Make changes to your account;
- Add or remove services or features to your account;
- Receive notices and disclosures on your behalf;
- Purchase Devices for use with our Service, including under an installment plan; and
- Incur Charges on your account.

The easiest way to designate an Authorized User is online through your my.T-mobile.com account. Keep in mind that you should not share your account validation information, which includes the last four digits of your social security number or your PIN/passcode. An Authorized User will need to verify identity before we provide access to account information. When calling us, this requires presentation of the last four digits of the primary account holder’s social security number or the account PIN/passcode. This information is sensitive so take steps to protect it. We will treat presentation of the proper account validation information as authorized access to an account.

## WHERE, HOW, AND WHEN DOES MY SERVICE WORK?

These T&Cs describe the experience you can expect on our networks, including information about our reasonable network management practices, and the experience on our roaming partners’ networks. Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our networks may vary and change without notice depending on a variety of factors. You agree that we are not liable for problems relating to Service availability or quality. To provide the best possible experience for the most possible customers on T-Mobile or Sprint branded rate plans, for many Rate Plans, we prioritize the data usage of a small percentage of our heavy data users, below that of other customers. This threshold number is specified in your Rate Plan and is also periodically evaluated and may change over time. We also prioritize the data of customers who choose certain Rate Plans after the data for other T-Mobile or Sprint branded rate plans, but before customers who are prioritized as heavy data users. Customers whose data is prioritized lower may notice speeds lower than customers with higher priority in times and locations where there are competing customer demands for network resources. See your selected service or visit our Open Internet page at the link below for details. We prioritize smartphone and mobile internet (tablet) over Smartphone Mobile HotSpot (tethering) traffic on our network. We utilize streaming video optimization technology in our networks to help minimize data consumption while also improving the service experience for all customers. For example, a small number of Rate Plans experience video optimization via the Binge On feature. Some qualifying video providers may choose to opt-out of the Binge On program. For a list of opt-out providers visit <http://www.t-mobile.com/offer/binge-on-streaming-video.html#>. The Binge On optimization technology is not applied to the video services of these providers, and high-speed data consumption

will continue as if Binge On were not enabled. Additionally, we may implement other network practices, to ensure optimized network performance as technologies evolve. For example, some plans may offer gaming or audio streaming at standard or at high definition. Our Open Internet Policy, located at [www.T-Mobile.com/OpenInternet](http://www.T-Mobile.com/OpenInternet), includes important information on these topics as well as information on commercial terms and performance characteristics (such as expected speed, latency and network practices.)

## Using Our Networks

### WILL MY SERVICE VARY? WHAT FACTORS MAY AFFECT MY SERVICE?

As our customer, your actual Service area, network availability, coverage and quality may vary based on a number of factors, including your selected service, network capacity, terrain, weather, if you are on a private or public Wi-Fi network, using a non-T-Mobile device, or if your Device no longer supports network technologies compatible with or available on T-Mobile's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, public safety needs, and other conditions may impact speeds and service availability.

We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile or Sprint branded rate plans, which are prioritized higher on our networks. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile or Sprint branded plans and minimize capacity issues and degradation in network performance, we may, without advance notice, take any actions necessary to manage our network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and, for the vast majority of Rate Plans, further prioritizing the data usage of a small percentage of heavy data users (as defined in their Rate Plans), below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle. This threshold number is periodically evaluated and may change over time.

Where the network is lightly loaded in relation to available capacity, a customer whose data is prioritized below other data traffic will notice little, if any, effect from having lower priority. This will be the case in the vast majority of times and locations. At times and locations where the network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Customers should be aware that these practices may occasionally result in speeds below those typically experienced on our 5G or LTE networks. We constantly work to improve network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. Visit [www.T-Mobile.com/OpenInternet](http://www.T-Mobile.com/OpenInternet) for details and for current data amount subject to this practice.

### \*CAN I ROAM ON MY DEVICE?

**Domestic Roaming.** Your Device may connect to another provider's network ("Off-Net"). This may happen even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. Please do not abuse this; we may limit or terminate your Service if you do. Your



device may also connect to another provider's secured Wi-Fi network. See **WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?** section for additional info.

**International Roaming & Dialing.** Availability and features offered for international roaming and dialing vary depending on your Rate Plan and Device. All countries may not be available for roaming, and available countries may change from time to time; visit <http://www.t-mobile.com/optional-services/roaming.html> for more information about which countries are currently available for roaming. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you may be charged international rates (including for voicemails left for you and for data usage). This includes per-minute rates for calls, and per-minute rates for calls transferred to your voicemail, and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in actual voicemail messages being left for you and regardless of whether your Device is on or off. Different rates and rounding increments apply in different countries. For information on international access, rates, services, and coverage, visit <http://www.t-mobile.com/optional-services/roaming.html>. While roaming internationally, your data throughput may be reduced, and your Service may be otherwise limited or terminated at any time without notice. You are responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. You should familiarize yourself with how to access these services before using your handset for international roaming. See **WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?** section for additional information about international roaming.

## Streaming Video

We deploy streaming video optimization technology in our network, which also helps to ensure that available network capacity can be utilized to provide a good service experience for the maximum number of customers. The optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering on mobile devices, and reduce the amount of data consumed for streaming video, making room for other users to enjoy higher speeds and a better network experience overall. Video optimization occurs only to data streams that are identified by our packet-core network as video or where the video provider has chosen to establish protocols to self-optimize their video. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's Device. In some instances, video optimization may also identify and treat downloads of video files as if they were real-time video streams. However, the T-Mobile network offers content providers a way to opt-in to a protocol to help identify video downloads and ensure they are not treated as streaming video. Customers may have Rate Plans where video optimization is delivered at DVD quality (typically 480p), with the ability to add a feature where video streams at speeds that provide HD video capability (typically 1080p). Alternatively, customers may have Rate Plans that offer video optimization as a customer-controlled feature (e.g., "Binge On") to toggle on or off DVD-quality video optimization. Some qualifying video providers may choose to opt-out of the Binge On program, see listing at <http://www.t-mobile.com/offer/binge-on-streaming-video.html#>. The Binge On optimization technology is not applied to the video services of these providers, and high-speed data consumption will continue as if Binge On were not enabled. For more information about video optimization, visit our Open Internet Policy located at [www.T-Mobile.com/OpenInternet](http://www.T-Mobile.com/OpenInternet).

## \*HOW WILL I BE BILLED FOR USE OF THE SERVICES?

You agree to pay all Charges we assess and bill you or that were accepted or processed through all Devices on your account. You agree to provide us with accurate and complete billing and tax related information and to report all changes within 30 days of the change. You will receive an electronic (paperless) bill unless you tell us you want a paper bill. You have the option of switching to a paper bill at no cost to you by changing your billing preferences at [www.my.T-Mobile.com](http://www.my.T-Mobile.com) or by contacting Customer Care. For more information about paperless billing, please visit [www.t-mobile.com/billterms](http://www.t-mobile.com/billterms).

Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your T-Mobile bill. For no additional cost you can block third party charges from being included on your T-Mobile bill by logging into your account at [www.my.T-Mobile.com](http://www.my.T-Mobile.com) or calling Customer Care.

**Off-Rate Plan Charges.** You may have to pay extra for calls to some numbers (e.g. conference & chat lines, broadcast, calling card, international, 900 or 976 calls, etc.).

Here is more information about how we bill for calls, data usage and messaging, Wi-Fi usage, third party charges, taxes, and surcharges.

**Usage.** Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). For voice calls, we round up any fraction of a minute to the next full minute. Depending upon your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or at the time you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages. Additional blocking options are available at [www.my.T-Mobile.com](http://www.my.T-Mobile.com). Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan allotments in a later billing cycle. Unused Rate Plan allotments expire at the end of your billing cycle. You may be billed additional Charges for certain features and services. Charges for Wi-Fi usage may vary; see your Rate Plan for more details.

**Taxes.** You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to these charges. To determine taxes & fees, we use the street address you identified as your Place of Primary Use ("PPU"), unless the tax laws require use of a different address in which case we utilize the best information available to us to determine the correct address. The PPU for **Puerto Rico customers** must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s), or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. Except as may be otherwise required by law, in the event you dispute your PPU or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 60 days of the date of our bill containing such tax or fee. Regardless of any Rate Plan guarantee, taxes and fees may change from time to time without notice.

**Surcharges.** You agree to pay all surcharges applicable to your Rate Plan. Surcharges are not mandated or imposed on you by law, they are T-Mobile Charges that are determined, collected, and retained by us. The components and component amounts of the Surcharges are subject to change without notice. Surcharges include charges, costs, fees, and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we incur to provide Service), as well

as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges assessed to you will vary depending on the type of Service and the Rate Plan you have. Surcharges may change from time to time without notice regardless of any Rate Plan guarantee (and subject to our 14-day notice policy if changes to your Service or Rate Plan will have a material adverse effect on you). Surcharges will apply whether or not you benefit from the programs, activities, or services included in the Surcharge. When Surcharges are assessed in connection with your Service, you can find the Surcharges detailed in either the “Taxes, Fees & Surcharges”, “T-Mobile Fees and Charges” or the “Other Charges” sections of your bill or at [www.myT-Mobile.com](http://www.myT-Mobile.com).

**Other Fees.** We may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). We will tell you if any of these fees apply to your requested transaction.

## **WHAT IF I DON'T PAY ON TIME?**

We may charge a late fee of up to the highest amount allowed by law. We may also charge a returned payment fee at the highest amount permissible by law. We may restrict your payment methods to cashier's check, money order, or other similar secure forms of payment at any time for good reason. If you fail to pay on time and we refer your account to a third party for collection, a collection fee will be assessed by T-Mobile and will be due at the time of the referral to the third party. The fee will be calculated as a percentage of the amount due to the extent permitted, or not otherwise prohibited, by applicable law. If we accept late or partial payments, you still must pay us the full amount you owe, including late fees. We will not honor limiting notations you make on or with your checks. Late payment, non-payment and/or collection fees are intended to be a reasonable advance estimate of our actual costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set. You and we each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or costs of collection permitted by law or this Agreement. If your account is unpaid or otherwise not in good standing, your service may be reduced, suspended, or terminated.

## **\*DOES T-MOBILE CHECK MY CREDIT?**

Yes, for many of our products and services. We may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may place a temporary or permanent account spending limit (ASL) on your account to limit the amount you can charge, regardless of when payment on those charges is due, and we may suspend your Services without prior notice if your account balance reached the ASL, even if your account is not past due.

## **AM I REQUIRED TO MAKE A DEPOSIT?**

We may require you to make a deposit or prepayment for Services. We can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. This deposit is refundable, and will be applied as a credit to your account along with interest as may be required by law.

## **CAN T-MOBILE ACCESS MY DEVICE?**

We may remotely change software, systems, applications, features or programming on your Device without notice. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. You will not be able to use your Device during the installation of the changes, even for emergencies.

## **CAN I DOWNLOAD AND USE THIRD PARTY CONTENT AND APPS ON MY DEVICE?**

Yes. You are free to download and use content or applications (“Content & Apps”) on your Device that are not provided by T-Mobile, at your own risk. Third party Content & Apps may require your agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our network without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

## **\*LICENSE**

Your Device’s Software is licensed, not sold, to you by T-Mobile and/or other licensors for your personal, lawful, non-commercial use on your Device only. You may only use the Software as authorized by its license. Your Device’s “Software” includes its software, interfaces, documentation, data, and Content & Apps, as each may be updated or replaced by feature enhancements or other updates.

Except as permitted by applicable law, you may not assign, transfer, sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, or reverse engineer all or any part of the Software, or alter, disable or circumvent any digital rights management security features embedded in the Software. The Software may not be transferable from one Device to another Device. You may not create derivative works of all or any part of the Software. You agree the Software contains proprietary content and information owned by T-Mobile, its licensors, and/or other third parties. T-Mobile, its licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You agree that your violation of the Software license harms T-Mobile, its licensors, and/or other third parties, that this harm cannot be fully redressed by money damages, and that T-Mobile, its licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

## **\*WHAT IS THE TERM OF THESE T&Cs?**

As the Un-Carrier, we did away with annual service contracts. You are free to go, although we’d be sad to see you leave. You are responsible for all Charges incurred through the end of your Service term. If you port your number to another carrier, your Service will be deactivated. In addition, cancellation of Service may affect other agreements that you have with us, including equipment installment plans or lease agreements where some of your payments may be accelerated upon cancellation.

## **CAN T-MOBILE CHANGE OR TERMINATE MY SERVICES OR THIS AGREEMENT?**



Yes. Except as described below for Rate Plans with the price-lock guarantee (including the “Un-Contract Promise”), we may change, limit, suspend or terminate your Service or this Agreement at any time, including if you engage in any of the prohibited uses described below under “What are the permitted and prohibited uses for my Device and the Service?” or no longer reside in a T-Mobile-owned network coverage area. Under certain limited circumstances, we may also block your device from working on our network. If the change to your Service or Rate Plan will have a material adverse effect on you, we will provide 14 days’ notice of the change. You’ll agree to any change by using your Service after the effective date of the change. We may exclude certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

If you are on a price-lock guaranteed Rate Plan, we will not increase your monthly recurring Service charge (“Recurring Charge”) for the period that applies to your Rate Plan, or, if no specific period applies, for as long as you continuously remain a customer in good standing on a qualifying Rate Plan. If you switch plans, the price-lock guarantee for your new Rate Plan will apply (if there is one). The price-lock guarantee is limited to your Recurring Charge and does not include, for example, add-on features, taxes, surcharges, fees, or charges for extra features or Devices. If your Service or account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee. For information about our unlocking policy, visit [www.t-mobile.com/responsibility/consumer-info/policies/sim-unlock-policy](https://www.t-mobile.com/responsibility/consumer-info/policies/sim-unlock-policy).

## \*YOUR CONSENT TO BE CONTACTED

We may contact you without charge, on any wireless telephone number assigned to your account for any purpose, including marketing, and in any manner permitted by law. You also expressly consent to be contacted by T-Mobile or our agents for any purpose, including billing and, collection, at any mailing address, telephone number, or any other electronic address where you may be reached. You agree that T-Mobile or our agents may contact you in any manner, including pre-recorded artificial voice or an automatic telephone dialing system. You agree to notify us promptly if you can no longer be reached at a contact number you provided us. You represent that you have received the consent of any Authorized Users and other users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service and account.

## HOW DO WE NOTIFY EACH OTHER?

You may contact us at [www.T-Mobile.com](https://www.T-Mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380.

**Puerto Rico customers** you may contact us at [www.T-Mobile.com](https://www.T-Mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. T-Mobile may deliver notices to you by mail, phone, or electronic means using your account information in our records. Electronic notices are considered delivered when sent. Mail notices are considered delivered 3 days after mailing. For multi-line accounts, we may assign a “Primary Telephone Number” to your account for the purpose of receiving notices, as well as for other purposes. If you would like to change it, contact us.

To begin arbitration or any other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For **Puerto Rico customers**, our registered agent is Fast Solutions, LLC and can be contacted at Citi Tower, 252 Ponce de Leon Avenue, Floor 20, San Juan, Puerto Rico, 00918, phone: 1-787-688-5881.

## EMERGENCY ALERTS

T-Mobile participates in the wireless emergency alert program administered by the federal government within portions of its network. This allows federal, state, and local government agencies to send alerts about local emergencies to T-Mobile customers in specifically defined geographic areas. Wireless alert capable handsets with appropriate notification settings are required for the service. There is no additional charge for these wireless emergency alerts. For details visit [www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts](http://www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts).

## 911 ACCESS

**PLEASE CAREFULLY READ THE INFORMATION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING LIMITATIONS OF 911 FUNCTIONALITY. YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO SHARE THESE LIMITATIONS WITH ANYONE WHO MAY USE YOUR SERVICE TO PLACE CALLS OR SEND TEXTS.**

911 services are provided by your state and local government. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of your Rate Plan. The handset must have battery power and network connectivity to complete a 911 call. Although T-Mobile is often capable of communicating your phone number and/or current location to a public safety answering point ("911 Communications Center"), in some cases, 911 Communications Center operators may not know your phone number or have information about your current location. As a result, when making 911 calls, you should provide your contact information and current location. Other third-party entities are involved in connecting a 911 call and T-Mobile is not solely responsible for determining which 911 Communications Center your 911 call may be routed to. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 911 location services while the port is in process. If you are outside the U.S., you may have to dial a different number than 911 to call emergency services.

**Wi-Fi Calling.** Wi-Fi Calling services use a broadband internet connection to make calls, including calls to 911. Calls to 911 using Wi-Fi Calling operate differently than 911 calls made over a cellular network or a landline phone. If possible, use a cellular connection or a landline phone to place any 911 calls. If a cellular connection is available when you place a 911 call, your handset will make the 911 call using the handset's native dialer over the cellular connection to improve call quality and location accuracy even if you have Wi-Fi Calling services enabled.

When you first enable Wi-Fi Calling on T-Mobile, you must provide us with the primary street address at which the Wi-Fi Calling service will be used ("Your E911 Registered Address"). If you call 911 over Wi-Fi, we may transmit Your E911 Registered Address to the 911 Communications Center that answers the call, and it may be used to help emergency responders locate you. However, because of the limitations associated with Wi-Fi 911 calling, including the fact that the broadband internet connection utilized may be supplied by a third-party unaffiliated with T-Mobile, you should provide the 911 Communications Center with your contact information and current location. **You agree to update Your E911 Registered Address before you use the Wi-Fi Calling service at a location different from Your E911 Registered Address.** You can update Your E911 Registered Address by accessing your MyT-Mobile.com account or by contacting T-Mobile Customer Care.

**Text-to-911.** Text-to-911 service may be available in some locations where T-Mobile service is provided. This is dependent on your local 911 Communication Center's ability to receive text messages.

**TTY Calls to 911.** Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice-over-LTE (“VoLTE”). If you cannot make a voice call to 911, T-Mobile recommends that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text (“RTT”) technology is also available on T-Mobile’s network and can be used on select devices to contact 911. For more information, see [www.t-mobile.com/responsibility/consumer-info/accessibility-policy](https://www.t-mobile.com/responsibility/consumer-info/accessibility-policy).

## **VoIP Services**

Some T-Mobile voice services, including Wi-Fi Calling services, utilize Voice over Internet Protocol (“VoIP”) technology. VoIP telephony is fundamentally different from traditional telephone service and has inherent limitations. VoIP services, including 911 calling, may be unavailable or limited in some circumstances. If possible, use a cellular connection to place any 911 calls.

911 functionality for T-Mobile VoIP services may be impaired or unavailable:

- If you use the VoIP Service in a location other than at Your E911 Registered Address;
- If there is a problem with the broadband network utilized, including network congestion, network, equipment, power failure, another technical problem, or during system updates or upgrades; and
- If you have lost electrical power.

Before using any T-Mobile VoIP service, you must provide us with Your E911 Registered Address. If you call 911 using a T-Mobile VoIP service, we may transmit Your E911 Registered Address to the 911 Communications Center that answers the call, and it may be used to help emergency responders locate you. **You agree to update Your E911 Registered Address before you use your T-Mobile VoIP service at a different location.** You can update your E911 Registered Address by accessing your MyT-Mobile.com account or by contacting T-Mobile Customer Care.

In some circumstances when using a T-Mobile VoIP service, we may not be able to provide 911 Communications Centers with your correct current location. If you make a 911 call using a T-Mobile VoIP service, you should always provide the 911 Communications Center your contact information and current location.

In some limited circumstances, such as when a user makes a call from an area not covered by the 911 network, users may have limited access, or no access, to either basic 911 or E911. If the user does not have access to either basic 911 or E911, calls to 911 using T-Mobile VoIP services will be sent to a national emergency call center. A trained agent at the national emergency call center should ask for the name, telephone number and location of the user calling 911, and then contact the local 911 Communications Center to request help for the user.

## **PARENTAL CONTROLS**

We offer services that help you to monitor and filter, or restrict, internet access to minors. See T-Mobile.com for details.

## **\*WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICES?**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. Your Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of our Services and your Device are permitted and others are not. If you buy, lease, or finance a Device manufactured for use on our network, you agree, and we rely on your agreement,

that you intend it to be activated on our Service and will not resell or modify the Device, or assist anyone doing so. Here are examples of permitted and prohibited uses.

Permitted uses include:

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;
- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

Unless explicitly permitted by your Rate Plan or Data Plan, you are not permitted to use your Device or the Services in a way that we determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware”, hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications which automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being Off-Net (i.e., connected to another provider’s network) for any 2 billing cycles within any 12-month period;
- Results in unusually high usage (meeting the definition of a heavy data user for your Rate Plan) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 billing cycles within any 6-month period;
- Uses a fixed wireless device (provided for use in a fixed location) at a location or address other than the one provided at activation;
- Resells the Service, either alone or as part of any other good or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

## **\*WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?**

Call us immediately if your Device is lost or stolen because you may be responsible for additional usage charges incurred in excess of your Rate Plan Charges, applicable taxes, fees, and surcharges



before you notify us. If Charges are incurred before you notify us, you are not liable for Charges you did not authorize, however, the fact that your Device or account was used is some evidence of authorization. You agree to cooperate with us and provide information if we investigate the Charges you believe were unauthorized. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days, and you will remain responsible for the Charges. If you request that we not suspend your Service, you will remain responsible for all Charges incurred. We may prevent a lost or stolen Device from registering on our and other networks.

To learn about additional anti-theft measures that may apply to you, visit <https://www.ctia.org/the-wireless-industry/industry-commitments/smartphonea-anti-theft-voluntary-commitment>.

## ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?

The terms of these T&Cs apply to prepaid customers. Your T-Mobile prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service you must have a T-Mobile prepaid Service account balance for pay as you go service or be on an active prepaid plan. Service automatically activates 90 days after purchasing service unless you activate earlier. Service will be suspended when your account balance reaches zero and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for one calendar month; we will notify you if the dates of your monthly service cycle and other dates related to your account change. Your monthly plan will automatically renew at the end of your monthly service cycle if you have a sufficient T-Mobile prepaid Service account balance to cover your prepaid Service plan before the first day after your Service cycle. If you do not have a sufficient T-Mobile prepaid Service account balance, your prepaid Service will be suspended unless you move to a pay as you go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Coverage specific to our prepaid Service may be found at <https://prepaid.t-mobile.com/prepaid/coverage-map> and differs from coverage related to our postpaid Service.

## Other Terms Regarding Dispute Resolution

### \*HOW CAN I DISPUTE MY CHARGES?

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting [www.T-Mobile.com](http://www.T-Mobile.com), by calling 800-937-8997 or 611 from your Device, or by writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers:** You may contact us at [www.T-Mobile.com](http://www.T-Mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to us at: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund, or other compensation or benefit to resolve a disputed bill or Charge,

you agree that the issue is fully and finally resolved, and T-Mobile shall be released from any and all liability regarding said dispute. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

**Puerto Rico customers:** Unless otherwise provided by law or these T&Cs, for billing disputes, you must notify us not later than 20 days from the date the disputed bill was sent to you. If you don't, you may not pursue a claim in arbitration or with the TRB. We will provide you with a determination regarding the billing dispute you present to us within 20 days after we receive it. You will have 20 days from the mailing date of the notification to request a reconsideration of our determination. You may appeal our determination to the TRB by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: B-7 Calle Tabonuco Suite 7000, Guaynabo, Puerto Rico 00969, Attn: Customer Care Manager. You must send your petition for review to the Puerto Rico Telecommunications Regulatory Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. The TRB will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulations 8065 promulgated on August 31, 2011 by the TRB regarding the procedures for customer's dispute resolution and suspension of Services.

#### **\*CHOICE OF LAW**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state or jurisdiction in which your billing address in our records is located, without regard to the conflicts of laws rules of that state or jurisdiction. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state or jurisdiction in which your billing address in our records is located, but not outside the U.S.; or Puerto Rico.

**\*Disclaimer Of Warranties.** Except for any written warranty that may be provided with a T-Mobile Device you purchase from us, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, including security or authentication purposes, concerning your Service or your Device. While T-Mobile strives to protect customer accounts, T-Mobile does not guarantee security. You accept responsibility if you use your Service as a means of security or authentication for other accounts. For more information, please review our Privacy Notice at <https://www.t-mobile.com/privacy-center/our-practices/privacy-policy>. We can't and don't promise uninterrupted or error-free Service and don't authorize anyone to make any warranties on our behalf. This doesn't deprive you of any warranty rights you may have against anyone else. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. When using these products, we are not responsible for the availability or reliability of 911 calls or text to 911 messages, or if inaccurate location information is provided to the 911 Communications Center. We

**cannot assure you that if you place a 911 call or text you will be found.**

**We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third party content, services, advertisements, or websites you may be able to access by using your Device or the Services, even if charges for Content & Apps appear on your T-Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.**

**\*Limitation of Liability.** To the extent permitted by law, you and we each agree to limit claims for damages, or other monetary relief against each other to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. These disallowed damages include, but are not limited to, damages arising out of unauthorized access or changes to your Account, Service, or Device, or the use of your Account, Service, or Device by you or by others to authenticate, access, use or make changes to third party accounts, including financial, cryptocurrency, or social media accounts. This limitation and waiver also applies to any claims you may bring against any other party to the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, by any act of nature, or by any criminal activity by someone unrelated to T-Mobile. You also agree we aren't liable for missed or deleted voicemails or other messages, for any information (like pictures) that gets lost or deleted if we work on your Device, or for failure or delay in connecting a call or text to 911 or any other emergency service. To the extent permitted by law, you and we each also agree that all claims must be brought within 2 years of the date the claim arises.

**\*Indemnification.** You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Services or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account, or any person you allow to use the Services or your Device.

## **\*WHAT ELSE DO I NEED TO KNOW?**

Here are additional terms that apply to you.

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. If any part of the Agreement is held invalid that part may be severed from the Agreement.

You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of this Agreement or your debt will not change or relieve your obligations under this Agreement.

The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents.

The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control.

If you believe that any material residing on our system or network infringes your copyright, notify

our Designated Agent by using the Digital Millennium Copyright Act (DMCA) notice procedure described at [www.t-mobile.com/responsibility/legal/copyright](http://www.t-mobile.com/responsibility/legal/copyright) (<http://es.t-Mobile.com/responsibility/legal/copyright> for our Spanish website). Our Designated Agent is Copyright Agent, 12920 S.E. 38th Street, Bellevue, WA 98006; copyrightagent@t-mobile.com; phone: 425-383-4000. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in our sole judgment, to limit, suspend or terminate the Service of any subscriber, account holder, or user who is deemed to be a repeat infringer of copyrights.



# Exhibit 2

to Culver Declaration



Navigate to:

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## Sprint Terms and Conditions

Effective September 1, 2020

Thanks for choosing Sprint! Please read our Terms & Conditions (“Ts&Cs”), which describe your relationship with Sprint, including our agreement to arbitrate disputes, instead of using class actions or jury trials. Click any of the blue **More** links to see the full text of the Sprint Wireless Terms and Conditions.

**Who are we talking about?** Sprint is Sprint, you are you, your phone, tablet, or other equipment or accessory is called a device and our Services include our offers, plans and customer care. [More ...](#)

**What does your Service Agreement with Sprint look like?** Your Service Agreement includes everything we give you (hand to you, email you, read to you, etc.) when you get your Service. Read them! If there’s a disagreement, you agree to resolve it by arbitration and agree to a class action waiver. [More ...](#)

**Anything else in my Service Agreement?** Yes, our policies. Our policies are easy to find! Find a comfy spot and check them out here. [More ...](#)

**Any limitations on how I use my device?** Yes. Please check your contracts. If you buy, lease or finance a device, we rely on your agreement to activate on our network. Under certain circumstances you may not resell, trade in or profit from reselling or trading in your device. [More ...](#)

**How do I accept the Service Agreement?** If you sign, email, e-sign, open the box, or tell us on the phone that you agree, you have agreed! You must be of legal age. And most importantly, when your service is activated, you have agreed! If you don’t want to agree, don’t do any of these things. [More ...](#)

**How will Sprint talk to me about the Service Agreement? How can I get in touch with you?** There are many ways to get in contact with us. And we can reach out to you through any number we have, your bill, or the My Sprint app for any purpose. [More ...](#)

**Do I still have a commitment? What about an early termination fee?** It’s simple. We love having you as a customer and don’t want you to leave. But if you agree to a 1- or 2-year Service Agreement, and you cancel that contract early, you will be charged an early termination fee (ETF). The ETF was explained when you first agreed to the contract. [More ...](#)

**When do I have to pay an early termination fee?** Great news! There is no ETF if you complete your Service Agreement. Remember, you may have other commitments like a lease or installment agreement with their own termination terms. [More ...](#)

**What happens if Sprint changes the agreement?** If Sprint changes this Agreement, and you think it has a materially adverse impact on you, you can call within 30 days of the change and ask us to cancel without paying your ETF. If we don't hear from you, then we'll consider the change fine by you. [More ...](#)

**Can Sprint suspend or terminate services?** We hope we won't need to do this but . . . we reserve the right to suspend, cancel, or block service any time for any reason. [More ...](#)

**How do I change my services and when are changes effective?** While many changes take place immediately, some will not. So know that changes made mid-bill-cycle may be prorated (meaning you may only be charged a portion of the fee, charge, etc.). [More ...](#)

**How do I terminate services?** If you want to terminate Service, please call us – and at least let us hear you out! [More ...](#)

**How does Sprint protect my privacy?** We take privacy seriously and are extremely mindful of yours.

- What is CPNI? CPNI is specific info. that federal law requires us to keep confidential.
- How can I keep my account secure? If you let someone use your account, you may be responsible for anything that person does for you. Set a password, keep it to yourself, and use it.
- What about the information on my device? Please take steps to keep the private information on your device private. It is your job, not Sprint's.
- [More ...](#)

**How can I use my device, number, and email address?** Most problems with your device should be handled with the manufacturer (Apple, Samsung, etc.) or through any insurance you purchased. The specific device you have may impact your experience with the network. You have the right to port your phone number (move it to another carrier), but you don't own your number. Your device can be unlocked if meets the requirements in our [Unlock policy](#). [More ...](#)

**What if I bring my own device?** If you bring your own device to Sprint, Sprint will not be responsible for whether it works or works correctly. [More ...](#)

**What about the apps I download?** Third-party apps that you install on your device have their own terms and privacy policy. [More ...](#)

**Where and how will my device work?** We are proud of our network and are constantly working to make it better. How it works for you is based on your location, your device, the weather, and many other factors. [More...](#)

**What about roaming (Off-Network)?** Your apps and Services may work differently on another provider's network. [More ...](#)

**What about using data services?** You use third-party content at your own risk. We are not the internet police, and we do not take any responsibility for the content that you access on the internet. [More ...](#)

**Are there things I cannot do with Sprint's data services?** Don't be unreasonable! You can't use your data Services to do things that place an unfair burden on the network, or disrupt others' use of the Sprint Network. [More ...](#)

**What about our billing relationship?** Now that you are a Sprint customer, we want you to understand how we do things, especially how we get your Service set up and what your bill will include.

- Will you do a credit check? Yes.
- Will I have an Account Spending Limit? We may place an Account Spending Limit on your account.
- What about a deposit? We may require a deposit.
- Are there other fees? There may be additional fees, but we explain them if they apply.
- Can I authorize other users? The only person we will be looking to for payment on your account is you, regardless of who actually uses your device or makes changes to your account or agreements.
- [More ...](#)

**What will my bill include?** We will send you a bill every month. Your bill may contain third-party charges, as well as notices. Please review it. [More ...](#)

**How does Sprint calculate my charges?** We calculate your call usage by rounding up to the next full minute, and your data usage by rounding up to the next full kilobyte (KB). [More ...](#)

**What are the other fees?**

- Additional fees. Your bill may also contain fees for directory assistance or other services that you have used.
- Surcharges. Your bill also includes Surcharges, which may change.
- [More ...](#)

**What about paying my bill?** Please pay your bill!!!

- You must pay the full amount of your bill on the due date.
- We may keep your credit or debit card information on file and charge it if you owe us.
- You agree to pay taxes.
- You agree to contact us to dispute your bill within 60 days.
- [More ...](#)

**Who will contact me regarding billing and collections?** We (and our agents) can contact you to talk about your bill, services and for other purposes. [More ...](#)

**Do I have a software license for the software on my device?** Yes, you have a limited license to use

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the software on your Device. [More ...](#)

**How do location-enabled services work?** Location enabled services, including GPS, (like Google Maps) are at the mercy of many factors, including network coverage and environmental factors. [More ...](#)

**Is calling 9-1-1 or other emergency numbers different on my device?** When you call 9-1-1, please be prepared to provide your location information! 9-1-1 operators may not be able to track the location of your Device, so please do not rely on your Device's location information. Not all of your device features will work when you contact 911. [More ...](#)

**What if my device is lost or stolen?** Please let us know immediately if your Device is lost or stolen. Lost or stolen Devices don't get you out of your agreements with Sprint. For example, if your Device is stolen, you may still have an ETF or pay the balance under your lease or installment billing agreements. [More ...](#)

**Is there a warranty on my services?** We provide you great Services, but not everything has a warranty. [More ...](#)

**Is Sprint responsible for certain problems?** Sometimes things happen for which no one can prepare. In the law, emergencies, unforeseen acts, or "acts of God" are referred to as force majeure, and Sprint will not be liable for any of them. [More ...](#)

**What about Sprint's liability?** We will not be liable for any damages exceeding the service charges you have paid us during the time at issue. We will not be liable for unforeseen damages, like lost profits. [More ...](#)

## **DISPUTE RESOLUTION AND ARBITRATION**

### **PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS**

**How will we resolve disputes?** Through mandatory arbitration or in small claims court. If we have a dispute, we agree to resolve it using arbitration or small claims court. We also agree to resolve our issues in a proceeding with only two parties (you and Sprint) instead of by class action (thousands of people and Sprint). In arbitration, an arbitrator replaces the judge and jury. Disputes are ANY (we really mean ANY) disagreements about our relationship. We also agree to attempt to resolve any disputes informally before beginning any legal proceedings, so first let us know what the problem is and your proposed solution in writing. [More ...](#)

**How does arbitration work?** The arbitration will be heard by a single arbitrator, follow a standard set of rules (known as the AAA Rules) and will be located in the county of your billing address. The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. Sprint will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services. [More ...](#)

**What about going to court?** We won't go to court, there will be no jury trial and no class actions. If

somehow we end up in court, we agree that a judge will resolve our dispute rather than a jury and we will litigate individually instead of as part of a group, or class. [More ...](#)

**What happens if someone sues Sprint based on something I actually caused?** This is called indemnification, and you will be on the hook to the person suing. [More ...](#)

**Anything else?** The law of your home state (as printed on your bill) applies to this Agreement. This Agreement is only between you and Sprint, and only benefits the two of us. The Agreement between us does not contain any discussions you may have had with our employees – it only includes what is written or incorporated in this document. [More ...](#)

## **FULL TEXT OF THE SPRINT WIRELESS TERMS AND CONDITIONS**

**Who are we talking about?** When we say “we,” “us,” “our,” or “Sprint,” we mean Sprint Solutions, Inc. When we say “you,” “your,” “customer,” and “user,” we mean a Sprint account holder or someone who uses our Devices or Services. “Device,” means any phone, tablet, mobile broadband device, or any other product or accessory we provide, sell, or that is active on your account with us. “Service(s)” mean Sprint-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, software, or Devices on your account with us, as well as any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”). [Back to top](#)

**What does my Service Agreement with Sprint look like?** These Ts&Cs are part of your service agreement with us (the “Agreement”) and are the contract under which we provide you Services. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER PROVISION. In addition to these Ts&Cs, the Agreement includes: (i) the subscriber agreement and transaction materials that you receive and accept when you get your Device; (ii) the service plan(s) that you chose as described in the written services and transaction materials that we provide or refer you to during the sales transaction; (iii) any confirmation materials and invoices that we may provide to you; and (iv) the terms set forth in the coverage map brochures. We strongly recommend that you carefully read all of the terms of the Agreement. [Back to top](#)

**Anything else In my Service Agreement?** When you accept the Agreement, you are agreeing to our business policies, practices, and procedures (“Policies”), including our Acceptable Use Policy, our Privacy Policy, our Visitors Agreement, and our Network Management and the open internet practices. To read more, go here: <http://www.sprint.com/legal/index.html>. We may change our Policies at any time, so please check our Policies for updates. [Back to top](#)

**Any limitations on how I use my device?** If you get a Device from Sprint or a Sprint authorized retailer without paying full price (MSRP) for the Device, you agree not to resell or trade in, or participate or profit in the resale or trade in, of the Device to a third party until you have met all your financial and contractual obligations to us. If you do this without meeting your obligations, we reserve the right to take any action we deem necessary, including charging you for the difference between the Device’s full price and the price you paid for it, and seeking recovery of related damages. If you have a separate agreement with Sprint to acquire, purchase, or lease a Device, any restrictions on resale in that agreement will also apply, so please refer to the terms of any such agreement to understand your rights to resell your Device. [Back to top](#)

**How do I accept my agreement?** You must have the legal capacity to accept the Agreement You accept the Agreement when you:

- Agree in writing or by electronic signature or by telling us you accept by email, over the phone, online, or in person; or
- Activate, use, or attempt to use, the Services; or
- Pay for the Services; or
- Open any package or start any program that says you are accepting the Agreement by doing so.

If you don't want to accept the Agreement, don't do any of these things. [Back to top](#)

**How will Sprint talk to me about my agreement? How can I get in touch with Sprint?** Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed online at [www.sprint.com/contactus](http://www.sprint.com/contactus). We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, by SMS or text message on your Device, or through your My Sprint application. [Back to top](#)

**Do I still have a commitment?** What about an Early Termination Fee? Some of our Services have a minimum term, usually 1 or 2 years ("Term Commitment"), during which you agree to keep and pay for your Services. If your Agreement contains a Term Commitment, you will be charged a fee ("Early Termination Fee") for each line of Service that you terminate before satisfying your Term Commitment or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement). Any Early Termination Fee will be prorated based on the length of your remaining Term Commitment. Early Termination Fees are a part of our rates for agreements with Term Commitments. Any Term Commitment, the length of the Term Commitment, and the applicable Early Termination Fee amounts and proration will be disclosed to you during the sales transaction. Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your Services automatically continue on a monthly basis under the then-current Terms and Conditions and Service Policies. Services offered on a subscription basis may not require a Term Commitment and may not automatically renew. As explained directly below, there are times when you may not be responsible for an Early Termination Fee for terminating Services early. [Back to top](#)

**When do I have to pay an Early Termination Fee?** If you have completed your Term Commitment, do not have a Term Commitment, or are returning Your Device under our published return policy, you will not need to pay an Early Termination Fee when you terminate Service. If you still have a Term Commitment, you will be responsible for paying your prorated Early Termination Fee unless you are responding to a materially adverse change that we make to the Agreement as described directly below. [Back to top](#)

**What happens if Sprint changes the agreement?** We may change prices or any other term of your Service or this Agreement at any time. We'll provide you notice of any material changes and may provide notice of nonmaterial changes. If you use your Service after the change takes effect, then



you are accepting the change. You may have a rate plan, pricing, or services that are offered only if you are eligible and qualify. If at any point you no longer qualify and are not eligible, or if certain rate plans or services are no longer supported or available, please notify us or, in some cases, Sprint will notify you and give you notice of the change(s) to your plan or services. If we make a materially adverse change to your Agreement, you may terminate the materially affected line of Service without paying an Early Termination Fee by contacting customer care within 30 days after the effective date from the notice, and providing the reason for cancellation. If we do not agree to fix the materially adverse change, then you may terminate your Service without paying the ETF. If you do not call us, and you cancel any Service within 30 days of the change, an Early Termination Fee will apply to the cancelled Services that are under a Term Commitment. [Back to top](#)

**Can Sprint suspend or terminate Services?** We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending or being excessively impolite to our employees or agents; (d) interfering with our operations; (e) using/suspicion of using Services in a way that violates or is inconsistent with the Agreement and Policies or adversely affects any of our other customers, reputation, network, property, or Services; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) providing false, inaccurate, dated, or unverifiable information, including identification or credit information; (h) becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications (for example, rooting the device); (j) failing to use our Services or maintain an active Device; (k) you resell or attempt to resell the Services or (l) if we believe the action protects our interests, any customer's interests, or our network. [Back to top](#)

**How do I change my services and when are changes effective?** We want you to be 100% thrilled with your Sprint Services! If you want to change your Services, you should go to [sprint.com](https://sprint.com), and you can typically change Services immediately. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or require a new Term Commitment. Some changes to Services may not be effective until the start of the next full invoicing cycle. If the changes take place sooner, your invoice may reflect prorated charges for your old and new Services. [Back to top](#)

**How do I terminate services?** If you are thinking about cancelling your Service with Sprint, please call us or visit a Sprint store so that we can try to change your mind! If we are unable to change your mind, you can terminate Services by calling us and requesting that we deactivate all Services, or by porting your number to another carrier. You are responsible for all charges billed or incurred prior to deactivating your Service. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. [Back to top](#)

**How does Sprint protect my privacy?** We care deeply about your privacy, and we want you to understand how we treat your data. As you use the Services, we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information, some of which is considered CPNI under federal law. Please take a moment to review our Privacy Policy, available at [sprint.com/legal/privacy.html](https://sprint.com/legal/privacy.html). [Back to top](#)

**What is CPNI?** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and



destination of telecommunications products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right and we have a duty to protect the confidentiality of your CPNI.

- **How Do I Keep My Account Secure?** Your PIN, passwords, and other account credentials are specific to you and are yours to protect. Anyone who has access to this information, has access to your account. You (the account holder) may be required to password protect your account information by establishing a personal identification number ("PIN"). You may also be required to set a backup security question and answer in the event you forget your PIN. Sprint may treat anyone who presents your credentials as you or as an authorized user. We may disclose your account information or make changes in Service based on a request by someone with your account credentials. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, SMS, email, fax, recorded message, mobile, residential or business phone, or mail.
- **What Information Is On My Device?** Your Device contains sensitive, personal information. Sprint is not responsible for any information on your Device, including sensitive or personal information. We recommend that you safeguard any sensitive or personal information when your Device is out of your possession or control a. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase all data on your Device, but you must remove all data from your Device before you provide it to us.

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**How can I use my device, number and email address?** We don't manufacture any Device that you use with our Services, including the Devices we provide. That means we aren't responsible for any defects, acts, omissions, or other problems with your Device. Check with your manufacturer to determine whether there are any warranties on your Device. Device performance may vary based on Device specifications (for example, a Device's software, memory, and storage), and Device performance may impact access to our Services. Your Device is designed to be activated on our network and in other coverage areas that we may make available to you. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them. We do not guarantee that any port or transfer of your phone number will be successful. Your Sprint phone may have been programmed with restrictions that prevent another carrier's SIM card from being inserted into your phone's SIM slot for use on a different network. Sprint will unlock a capable device, provided the device is eligible per Sprint's Unlocking Policy. For more information, please visit [sprint.com/unlock](https://sprint.com/unlock). [Back to top](#)

**What if I bring my own device?** Sprint allows you to bring a Device that you already own to be activated on the Sprint Network. When you activate a "Sprint Compatible" Device or a Device that was designed to be used on a network other than the Sprint Network, not all of your services may work, or they may not work correctly. Just as with any other device, if you bring your own Device to be activated on the Sprint Network, Sprint is not responsible for your Device, including whether your Device works correctly. [Back to top](#)

**What about the apps I download?** Are you going to download all your favorite apps onto your new Device? Of course, you are!! We want you to know that when you download or use certain applications, programs, Devices, and services, you may be required to accept terms specific to those items. Generally, the terms will come from the app developer, software licensor, etc., which may be Sprint or someone else. Any terms for third party apps are between you and the third party. Additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing, payment, and disputing charges. When you use these items, you are agreeing that they may access, collect, use, or disclose your personal information and that Sprint may disclose your information—including location information—to a third party. [Back to top](#)

**Where and how will my device work?** Our coverage maps are available at our authorized retail locations and on [sprint.com/coverage](https://www.sprint.com/coverage). Your signal, and your specific network coverage will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps show our coverage estimates using Services outdoors under optimal conditions. Coverage isn't available everywhere, is not guaranteed, and is subject to change without notice. Service speeds are not guaranteed, and depend on the Service purchased as well as other factors, such as your Device, your location, structures, buildings, weather, geography, topography, server speeds of the websites you access, network problems, network or internet congestion, software, signal strength, actions of third parties, etc. Services that rely on location information, such as E9-1-1 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner, including to call 9-1-1, until the software update is complete. [Back to top](#)

**What about roaming (Off-Net)?** When we talk about "roaming," we are talking about coverage on another carrier's network. Your Device generally lets you know when you're roaming. Our right to provide coverage on another carrier's network may change from time to time, and roaming coverage may change without notice and may not always be available. Whether your Device can roam depends on your Device, your Services, and the availability of roaming coverage. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.). Separate charges or limits for voice or data Services may apply while roaming. [Back to top](#)

**What about using data services?** Our data Services and your Device may allow you to access the internet, email, text, take pictures and video, download and play games, video, music, graphics, sound, applications and other materials ("Content") or send Content elsewhere. We have no control over the Content that you access on your Device. Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Content accessed by you or anyone through your Device or Services. We strongly recommend that you monitor data usage by children/minors. Content from third parties may also harm your Device or its software. We are not responsible for any Content, any damage caused by any Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. For more information on Content and restrictions on Content, see your service plan details. If we provide you storage for Content that you have purchased, then we may delete the Content without notice or place restrictions/limits on the use of storage areas. Content stored on a Device, transmitted over our networks, or stored by Sprint may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Content provided by our vendors or

third parties may be cancelled or terminated at any time without notice to you, and you may not receive a refund for any unused portion of the Content. [Back to top](#)

**Are there things I cannot do with Sprint's data services?** You cannot violate these Terms. Our data services are designed for use with your Sprint Device for reasonable and non-continuous internet access such as web surfing and non-continuous downloading, streaming, gaming and other personal internet access services. You can't use our data Services: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions or automatically consume unreasonable amounts of network capacity; (2) as a substitute or backup for private lines or frame relay connections; (3) for automated machine to machine connections or purposes that are designed for unattended use, or (4) for any other unintended use as we determine in our sole discretion. You may tether your Sprint Device to other lawful devices pursuant to the allotments contained in your plan for use of your Device as a hotspot or when the Device and plan are specifically intended for that purpose (for example, 4G Hotspots, wireless routers, Data Link, etc.). You also can't use our data services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Sprint's network or systems. Our data services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's wireless services or other parties' internet-based resources, including, but not limited to, "denial of service" attacks against another network host or individual user. We may limit, suspend, constrain, or terminate your Service for use that violates these Terms or for any heavy, continuous data usage or usage that adversely impacts our networks' performance, hinders access to our networks, or that we determine is necessary to protect our networks from harm or degradation. [Back to top](#)

**What about our billing relationship?** Now that you are a Sprint customer, we want you to understand how we do things, especially how we get your Service set up and what your bill will include.

- **Will You Check My Credit?** Yes. You agree to give us credit information so that we can determine whether to provide or continue to provide your Services.
- **Will I Have An Account Spending Limit?** We may place a temporary or permanent account spending limit (ASL) on your account to limit the amount you can charge, regardless of when payment on those charges is due, and we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due.
- **What About A Deposit?** We may at any time require a deposit as a guarantee of payment so that you may get or keep Sprint Service ("Deposit"). You can't use a Deposit to make or delay payments. Unless prohibited by law, we may mix Deposits with our other funds, the Deposit won't earn interest, and we reserve the right to return the Deposit as a credit on your invoice at any time, including on any unpaid balance after you terminate Services.
- **Are There Other Fees?** We may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). We will tell you if any of these fees apply to your requested transaction.
- **Can I Authorize Other Users?** You are responsible for any changes to your Services made by a person you authorize, including adding or removing Services or features to your account,

receiving notices and disclosures on your behalf, purchasing Devices for use with our Service, or entering into a new Term Commitment, all of which may result in additional charges, and are considered modifications to this Agreement.

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### What does my bill include?

- Your bill will include charges for your monthly recurring amount, usage, additional services, taxes, surcharges, product and equipment charges, subscription charges, third party charges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials that we may send to you. Please check online if you want more detailed information about your bill.
- Your bill may also include other important notices (for example, changes to your Agreement, to your Service, legal notices, etc.).

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### How will you calculate my charges?

- **Voice Calls:** For charges based on the amount of time used, we round up partial minutes to the next full minute. You are billed for connected calls including calls to voice mail and your rate is based on the location of the network equipment providing service and not your device location or area code. Calls begin when you push a button or graphic to initiate the call or when the call connects to the network and they end when you hang up or end the call, or the network connection breaks. Calls may be subject to maximum duration and automatically terminated if exceeded. **Off-Rate Plan Charges.** Unlimited talk is for direct communications between 2 people. You may have to pay extra for calls to some numbers (e.g. conference & chat lines, broadcast, calling card, international, 900 or 976 calls, etc.).
- **Data:** Data is measured in bytes and are rounded up to kilobytes (KB) at the end or during a data session. Data usage may be presented on your bill as kilobytes, megabytes, or gigabytes (each, a "Data Increment"). You are charged for all data directed to your Device's internet address, including sessions that support your Device functions (including any applications you have downloaded on your Device), as well as data sessions you did not initiate. Data charges may be rounded to the next cent if you are billed by a Data Increment. Data estimates are not reliable predictors of actual data usage.
- **Push-to-Talk Charges:** Charges for push-to-talk calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You're charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a push-to-talk call and ends approximately 6 seconds after completion of a communication to which no participant responds. Subsequent push-to-talk communications are considered new calls. Charges apply for the entire period of time the push-to-talk call is connected to our network. Depending on your plan, nationwide, international, or group push-to-talk calls may use the local push-to-talk minutes in your plan and result in additional or different charges. Responses to call alert transmissions are treated as new push-to-talk transmissions even when responding within 6 seconds of receiving the alert. Push-to-talk billing methods are subject to change as we introduce new push-to-talk Services.



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### What are the other fees?

- Additional Fees? Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, texts, and internet access.
- Surcharges. You agree to pay all surcharges ("Surcharges"), including, but not limited to: Federal Universal Service; Regulatory and Administrative charges; gross receipts charges, and other charges. Surcharges are not taxes and are not legally required; rather they are part of our rates and we choose to collect them from you to recover certain costs. We will provide detail about any Surcharges on your invoice, and we may change them at any time. Information on Surcharges is provided during the sales transaction and is available on our website.

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### What about paying my bill?

- You must pay the full amount of your bill on the due date. If we do not receive payment in full by the due date, you may be assessed a late fee, which may be charged at the highest rate permissible by law and may be applied to the total unpaid balance. If we use a collection agency to collect unpaid balances from you, we may charge you for those costs. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. Certain methods of payment may have additional fees. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or other similar secure form of payment at any time for good reason.
- **If you provide your credit and debit card information to us at any time, you authorize us to charge your cards until successful for all delinquent amounts you owe us. Sprint may obtain updated information from card networks, issuers or other third-party sources.**
- You agree to pay all federal, state, and local taxes, fees, and other assessments that we collect and remit to the government. These charges may change from time to time without advance notice.
- You agree to dispute charges on your bill within 60 days, by contacting us as described in your bill. Please remember to pay all undisputed charges on or before your bill's due date.

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**Who will contact me regarding billing and collections?** You expressly authorize, and specifically consent to allowing, Sprint and any of Sprint's agents to contact you in connection with any and all matters relating to unpaid past due charges you owe Sprint. You agree that, for attempts to collect unpaid past due charges, Sprint and any of its agents may contact you at any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Sprint. You agree and acknowledge that any e-mail address or any other electronic address that you provide to Sprint is your private address and is

not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. [Back to top](#)

**Do I have a software license for the software on my device?** Sprint grants you a non-exclusive and non-transferable license or sublicense to use software, in accordance with the applicable software licensing terms. No rights are granted to source code. You cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. Sprint may block or terminate your use of any software if you fails to comply with applicable licensing terms. Sprint may revoke this license at any time. [Back to top](#)

**How do location-enabled services work?** Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 9-1-1 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services. You agree that any authorized user may access, use, or authorize Sprint or third-party location-enabled applications through the Services. You understand that your use of any location-enabled applications is subject to the application's terms and policies, including its privacy policy. If you activate location-enabled services for Devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located. [Back to top](#)

**Is calling 9-1-1 or other emergency numbers different on my device?** Public safety officials advise that when making 9-1-1 or other emergency calls, you should always be prepared to provide your location information. Depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 9-1-1 operators may not know your phone number, your location, or the location of your Device. Sometimes, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 9-1-1 service ("E9-1-1")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E9-1-1 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 9-1-1—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls. [Back to top](#)

**What if my device is lost or stolen?** Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not affect your Term Commitment, and you will still be responsible for an Early Termination Fee if you terminate Services early. You will still be responsible for any lease or installment billing obligations, as well as any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). [Back to top](#)

**Is there a warranty on my services?** UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS. [Back to top](#)

**Is Sprint responsible for certain problems?** You agree that neither we nor any third party involved in providing Services are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (b) traffic or other accidents, or any health-related claims relating to our Services; (c) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 9-1-1, Enhanced 9-1-1 or otherwise; (d) interrupted, failed, or inaccurate location information services; (e) information or communication that is blocked by a spam filter; (f) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (g) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. [Back to top](#)

**What Is Sprint's liability?** TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. [Back to top](#)

## **DISPUTE RESOLUTION AND ARBITRATION**

### **PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS**

**How will we resolve disputes?** We want you to be happy with your Sprint Services. If, for some reason, we cannot resolve your concern to your satisfaction through calls to our customer care, you and Sprint each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If we cannot resolve the dispute despite our good-faith efforts, you and Sprint agree that we will resolve the dispute through binding individual arbitration or in small claims court, instead of courts of general jurisdiction. [Back to top](#)

### **Mandatory arbitration and waiver of class action**

You and we each agree that any and all claims or Disputes (as defined below) will be resolved by binding arbitration or in small claims court. In addition, you and Sprint agree that any proceedings

will be conducted on an individual, non-representative, basis, and not as a class, representative, mass, or consolidated action. You agree that, by entering into this Agreement, you and Sprint are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.

In arbitration, there is no judge or jury. Instead, a neutral third-party arbitrator resolves Disputes in a less formal process than in court. In arbitration, there is limited discovery and a court review of the arbitrator's decision is limited. However, just as a court would, the arbitrator must follow the terms of the Agreement and can award damages and other relief, including attorneys' fees, as authorized by law.

"Disputes" include, but are not limited to, any claims or controversies against each other in any way related to or arising out of our Services or the Agreement, including wireless coverage, Devices, billing services and practices, policies, contract practices (including enforceability), and service, privacy, or advertising claims, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Sprint brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Sprint, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Sprint; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

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### **Dispute notice and dispute resolution period**

Before initiating an arbitration or a small claims matter, you and Sprint each agree to first provide to the other a written notice ("Notice of Dispute"), which will contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. Sprint will provide a Notice of Dispute to you in accordance with the "How Will Sprint Talk To Me About My Agreement?" section of this Agreement. Sprint will provide you a designated representative to work with to try to resolve your Dispute to your satisfaction. You and Sprint agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within sixty (60) days of receipt of the Notice of Dispute, you or Sprint may commence an arbitration proceeding or small claims action. [Back to top](#)

### **How does arbitration work?**

- To begin arbitration, you must send a letter requesting arbitration to us (see the "Dispute Notice and Dispute Resolution Period" section above) and to the American Arbitration Association ("AAA"). If the claims asserted in any request or demand for arbitration could have been brought



in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing.

- The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules then in effect at the time the arbitration is commenced, except to the extent any of those rules conflicts with this Agreement, in which case this Agreement will govern. The AAA rules are available at [www.adr.org](http://www.adr.org).
- Unless you and Sprint agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party will return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA will appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. We will pay or reimburse all filing, administration, and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek attorneys' fees in arbitration even if permitted under applicable law.
- The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration.

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### **Class Action Waiver**

**YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION.** If we believe that any claim you have filed in arbitration or in court is inconsistent with this limitation, then you agree that we may seek an order from a court determining whether your claim is within the scope of this class action waiver. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action.

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### **Jury Trial Waiver**

If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

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**What happens if someone sues Sprint based on something you actually caused?** You agree to indemnify, defend, and hold Sprint and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services; failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

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**Anything else?** Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it, unless we agree to the assignment. We can assign the Agreement without notice. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 9-1-1, dispute resolution, no class action, no jury trial) survive termination of Services.

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## Legal

### About T-Mobile

### Corporate Responsibility

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Legal Disclosure

# Exhibit 3

to Culver Declaration

**ASSURANCE WIRELESS USA, L.P. LIFELINE PLAN SCHEDULE OF RATES**  
**Effective January 1, 2022**

**Applicable Terms and Conditions of Service are set forth in Assurance Wireless Important Service/Product Specific Terms and Assurance Wireless General Terms and Conditions of Service**

	California FREEdom® Plan with Free Data	California FREEdom® Plan with Free Data and Hotspot	AW CA Transitional Service <sup>1</sup> (for former LifeLine customers)
<b>Regular Rate</b>	\$42.50 <sup>2</sup>	\$42.50 <sup>3</sup>	10 cents per minute
<b>Federal Lifeline Discount</b>	\$5.25	\$9.25	N/A
<b>California LifeLine Discount</b>	\$16.23	\$16.23	N/A
<b>Monthly Company Discount (funded by AW)</b>	\$21.02	\$17.02	N/A
<b>Monthly Discounted Rate</b>	\$0.00	\$0.00	N/A
<b>Number of Minutes</b>	Unlimited	Unlimited	N/A
<b>Domestic Messages</b>	Unlimited	Unlimited	See rates below
<b>Data</b>	At Least 6GB <sup>4</sup>	At Least 6GB <sup>4</sup>	See rates below
<b>Applicable Taxes, Fees, and Surcharges</b>	None	None	As required by law for prepaid non-LifeLine service
<b>California LifeLine Taxes, Fees, and Surcharges Exemption</b>	None (LifeLine Exempt)	None (LifeLine Exempt)	N/A (Exemption does not apply to non-LifeLine customers)
<b>Per Minute/Message Fee for Additional Minutes/Messages</b>	Voice: Unlimited domestic (U.S.) voice minutes included with offer  Message (Text): Unlimited domestic (U.S.) messages (texts) included with offer	Voice: Unlimited domestic (U.S.) voice minutes included with offer  Message (Text): Unlimited domestic (U.S.) messages (texts) included with offer	Add'l minutes / messages: 10¢ /msg sent or received  Domestic Messaging Packs: <ul style="list-style-type: none"> <li>• \$1.99 for 50 messages</li> <li>• \$4.99 for 200 messages</li> <li>• \$9.99 for 1,000 messages</li> </ul>

<sup>1</sup> Available only to former California LifeLine customers no longer participating in California LifeLine service.

<sup>2</sup> The regular rate reflects the pricing of the offer. However, this offer is available only to approved California LifeLine customers for as long as they are eligible. It is not available to non-Lifeline customers at the regular rate.

<sup>3</sup> The regular rate reflects the pricing of the offer. However, this offer is available only to approved California LifeLine customers for as long as they are eligible. It is not available to non-Lifeline customers at the regular rate.

<sup>4</sup> Unless your device is connected to Wi-Fi, your phone's software installations will deduct from your monthly data amount.



	International text is not included in the monthly allocation of messages.	International text is not included in the monthly allocation of messages.	<ul style="list-style-type: none"> <li>\$19.99 for unlimited messages</li> </ul>
<b>Fee for Additional Data</b>	Add'l or Pay as You Go Data Rates: <ul style="list-style-type: none"> <li>Int'l: 20¢ /msg. sent &amp; 10¢ /msg to receive</li> <li>email &amp; IMs 10¢/msg (sent or received)</li> </ul> Data Packs:* <ul style="list-style-type: none"> <li>\$1.00 for 100MB</li> <li>\$3.00 for 500MB</li> <li>\$5.00 for 1GB</li> <li>\$10.00 for 2GB</li> <li>\$20.00 for 4GB</li> <li>\$30.00 for 5GB</li> </ul> * Data Packs expire after 30 calendar days	Add'l or Pay as You Go Data Rates: <ul style="list-style-type: none"> <li>Int'l: 20¢ /msg. sent &amp; 10¢ /msg to receive</li> <li>email &amp; IMs 10¢/msg (sent or received)</li> </ul> Data Packs:* <ul style="list-style-type: none"> <li>\$1.00 for 100MB</li> <li>\$3.00 for 500MB</li> <li>\$5.00 for 1GB</li> <li>\$10.00 for 2GB</li> <li>\$20.00 for 4GB</li> <li>\$30.00 for 5GB</li> </ul> * Data Packs expire after 30 calendar days	Add'l or Pay as You Go Messaging Rates: <ul style="list-style-type: none"> <li>Picture msg: 25¢ /msg sent or received</li> <li>Int'l: 20¢ /msg. sent &amp; 10¢ /msg to receive</li> <li>email &amp; IMs 10¢/msg (sent or received)</li> </ul> Data Packs: * <ul style="list-style-type: none"> <li>\$1.00 for 100MB</li> <li>\$3.00 for 500MB</li> <li>\$5.00 for 1GB</li> <li>\$10.00 for 2GB</li> <li>\$20.00 for 4GB</li> <li>\$30.00 for 5GB</li> </ul> * Data Packs expire after 30 calendar days
<b>Fee for Calling N11 Special Service Numbers</b>	\$0.00 (211, 311, 511, 611, 711, 811 & 911)	\$0.00 (211, 311, 511, 611, 711, 811 & 911)	10 cents per minute (with the exception of 911 which is \$0.00)
<b>Fee for Calling 411</b>	\$1.75 per call + standard airtime charges	\$1.75 per call + standard airtime charges	\$1.75 per call + standard airtime charges
<b>Fee for Calling Directory Assistance</b>	\$1.75 per call + standard airtime charges	\$1.75 per call + standard airtime charges	\$1.75 per call + standard airtime charges
<b>Fee for Calling Operator Services</b>	\$1.75 per call + standard airtime charges	\$1.75 per call + standard airtime charges	\$1.75 per call + standard airtime charges
<b>Regular Activation Fee</b>	\$39.00 <sup>5</sup>	\$39.00 <sup>6</sup>	\$0.00
<b>Discounted Activation Fee****</b>	\$0.00 (discount funded by AW)	\$0.00 (discount funded by AW)	\$0.00

<sup>5</sup> Activation fee assessed upon service activation for Lifeline is discounted for CA LifeLine eligible customers. As used herein, "Activation" means "initiation or reestablishment" of California LifeLine Service. *See note \*\*\*\* below.*  
<sup>6</sup> Activation fee assessed upon service activation for Lifeline is discounted for CA LifeLine-eligible customers. *See note \*\*\*\* below.*

<b>Activation Fee for Service Conversion</b>	\$39.00 <sup>7</sup>	\$39.00 <sup>8</sup>	N/A
<b>Discounted Activation Fee for Service Conversion</b> ****	\$0.00 (discount funded by AW)	\$0.00 (discount funded by AW)	N/A
<b>Cell Phone Fee - initial activations</b>	\$0.00 (provision of initial handset)	\$0.00 (provision of initial handset)	\$0.00
<b>Cell Phone Fee - lost/stolen replacement device provided<sup>9</sup></b>	From \$0.00 up to a price not to exceed the retail price, depending on device type	From \$0.00 up to a price not to exceed the retail price, depending on device type	From \$0.00 up to a price not to exceed the retail price, depending on device type
<b>Cell Phone Fee - broken phone within warranty period<sup>9</sup></b>	\$0.00	\$0.00	\$0.00
<b>Cell Phone Fee - broken phone out of warranty<sup>9</sup></b>	From \$0.00 up to a price not to exceed the retail price, depending on device type	From \$0.00 up to a price not to exceed the retail price, depending on device type	From \$0.00 up to a price not to exceed the retail price, depending on device type
<b>Cell Phone Fee - Upgrade of Wireless Device (current feature phone customers) <sup>9</sup></b>	From \$0.00 up to a price not to exceed the retail price, depending on device type	From \$0.00 up to a price not to exceed the retail price, depending on device type	From \$0.00 up to a price not to exceed the retail price, depending on device type
<b>Restocking Fee</b>	\$0.00	\$0.00	\$0.00
<b>Deposit</b>	\$0.00	\$0.00	\$0.00
<b>Early Termination Fee</b>	\$0.00	\$0.00	\$0.00
<b>Nationwide Domestic (U.S.) Long Distance</b>	\$0.00 (Included in the unlimited base plan)	\$0.00 (Included in the unlimited base plan)	10 cents per minute
<b>Picture Message*****</b>	\$0.00	\$0.00	25 cents per message sent or received
<b>Caller ID</b>	\$0.00	\$0.00	\$0.00
<b>Call Waiting*****</b>	\$0.00	\$0.00	1 <sup>st</sup> leg is billed at 10 cents per minute and 2 <sup>nd</sup>

<sup>7</sup> The Activation Fee for Service Conversion is assessed upon conversion from another California LifeLine Service provider to AW's California FREEdom<sup>®</sup> plan. However, the Activation Fee is discounted to \$0.00 through an AW-funded discount which is provided by AW for customers who choose to migrate to AW's California FREEdom<sup>®</sup> plan, regardless of whether the customer is eligible for an activation/connection reimbursement pursuant to Commission Decision 17-01-032 in R.11-03-013. As used herein, service "conversion" means a change from another California LifeLine Service provider to AW for California LifeLine Service ("carrier change"). See note \*\*\*\*\* below.

<sup>8</sup> The Activation Fee assessed upon service conversion to AW's California FREEdom<sup>®</sup> plan with Free Data and Hotspot is discounted to \$0.00 through an AW-funded discount which is provided by AW for customers who choose to migrate to AW's California FREEdom<sup>®</sup> plan with Free Data and Hotspot, regardless of whether the customer is eligible for an activation/connection reimbursement pursuant to Commission Decision 17-01-032 in R.11-03-013. See n. 7 *supra* and note \*\*\*\*\* below.

<sup>9</sup> See information below concerning AW's California LifeLine Service Handset Policies

			Call Waiting leg billed at 10 cents per minute
<b>Call Forwarding*****</b>	\$0.00	\$0.00	10 cents per minute for the minutes consumed during the forwarded call
<b>Voicemail</b>	\$0.00	\$0.00	\$0.00
<b>3-way Calling*****</b>	\$0.00	\$0.00	1 <sup>st</sup> leg is billed at 10 cents per minute and 2 <sup>nd</sup> leg billed at 10 cents per minute
<b>Toll Domestic Blocking</b>	N/A	N/A	N/A
<b>Mobile Hotspot*****</b>	N/A	Included	N/A
<b>International Long Distance Blocking</b>	\$0.00	\$0.00	\$0.00
<b>900 / 976 Blocking</b>	\$0.00	\$0.00	\$0.00
<b>Rollover Unused Minutes/Text Option</b>	N/A	N/A	No
<b>Contract Needed</b>	No	No	No
<b>Credit Check Needed</b>	No	No	No

(\*\*\*\*\*AW is responsible for funding the Activation Fee discount when LifeLine Service is established for a LifeLine Service-eligible customer, either for a new California LifeLine Service customer or for an existing California LifeLine Service customer who is "converting" from another LifeLine provider to AW. AW will subsequently seek reimbursement from the California LifeLine Fund for each LifeLine Service Activation that it believes is eligible for such reimbursement. However, AW will not seek or otherwise ask a LifeLine Service customer, whether a new LifeLine service customer or an existing LifeLine service customer who is "converting" from another LifeLine provider to AW, to pay an Activation Fee, even if AW subsequently learns that the Activation is not eligible for reimbursement from the LifeLine Fund.

California Public Utilities Commission Decision 14-01-036 provides, in Ordering Paragraph 18: "All LifeLine telephone service plans, including bundled, promotional, and family plans, which meet or exceed the minimum service elements and are consistent with California LifeLine rules, shall be eligible for the California LifeLine discounts."

Assurance Wireless will comply with Ordering Paragraph 1 of Decision 17-01-032, which provides: "The reimbursement rate capped at \$39.00 for service connection/activation charges for California LifeLine wireless telephone services, with a limit of not more than two discounts per California LifeLine participant per year, shall continue until the California Public Utilities Commission addresses the issue in a subsequent decision or resolution. The two types of reimbursable activities for reimbursements of service connection/activation charges for California LifeLine wireless telephone services are i) when the California LifeLine participant establishes California LifeLine wireless telephone service for the first time; and ii) when

switching from one California LifeLine telephone service provider, whether wireline or wireless, to a California LifeLine wireless telephone service provider."

AW will also comply with Conclusion of Law 27 of Decision 17-01-032, which provides: "California LifeLine participants who change to a different service plan offered by their current California LifeLine service provider, to a different service address, or to a different phone number should not be eligible for discounts for service activation/connection charges."

Please see AW's California Product Guide for all applicable Terms and Conditions.  
(\*\*\*\*\*Feature availability based on handset capabilities and draws from existing monthly service plan data allotment.)

### Plan Summary:

Plan Name	Plan Includes	Plan Charges	Additional Charges	California LifeLine Eligible
CA FREEdom® with Free Data	Unlimited domestic (U.S.) voice minutes and unlimited domestic (U.S.) text messages	\$0.00	<p>International text is not included in the monthly allocation of messages.</p> <p>Add'l or Pay as You Go Data Rates:</p> <ul style="list-style-type: none"> <li>• Int'l: 20¢ /msg. sent &amp; 10¢ /msg to receive</li> <li>• email &amp; IMs 10¢/msg (sent or received)</li> </ul> <p>Data Packs:*</p> <ul style="list-style-type: none"> <li>• \$1.00 for 100MB</li> <li>• \$3.00 for 500MB</li> <li>• \$5.00 for 1GB</li> <li>• \$10.00 for 2GB</li> <li>• \$20.00 for 4GB</li> <li>• \$30.00 for 5GB</li> </ul> <p>* Data Packs expire after 30 calendar days</p>	Yes (plan provides unlimited voice minutes and text messages)
CA FREEdom® Plan with Free Data and Hotspot	Unlimited domestic voice minutes, unlimited domestic text messages and 6GB of data	\$0.00	<p>International text is not included in the monthly allocation of messages.</p> <p>Add'l or Pay as You Go Data Rates:</p> <ul style="list-style-type: none"> <li>• Int'l: 20¢ /msg. sent &amp; 10¢ /msg to receive</li> <li>• email &amp; IMs 10¢/msg (sent or received)</li> </ul>	Yes (plan provides unlimited voice minutes and text messages)

			<p>Data Packs:*</p> <ul style="list-style-type: none"> <li>• \$1.00 for 100MB</li> <li>• \$3.00 for 500MB</li> <li>• \$5.00 for 1GB</li> <li>• \$10.00 for 2GB</li> <li>• \$20.00 for 4GB</li> <li>• \$30.00 for 5GB</li> </ul> <p>* Data Packs expire after 30 calendar days</p>	
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Notation: Assurance Wireless will contact the California FREEdom® Plan with Free Data subscribers who have feature phones to offer free upgraded devices by June 30, 2021 and will workwith the Commission to address service plan changes or if necessary, remove from the California LifeLine program any customers who decline the upgrade offer



# Exhibit 4

to Culver Declaration

# Tax Terms & Conditions | Metro by T-Mobile

Metro by T-Mobile retail monthly service plan prices include applicable taxes and regulatory fees ("taxes and fees"). Taxes and fees vary by state and even by local jurisdiction within some states. Taxes and fees are calculated on your cycle date and generally shown on your Activation Statement (at time of activation) or your Monthly Statement (for recurring cycle charges). These statements are available under Financial Transaction History of your individual [My Account](#) site.

In some situations, "flat taxes" may not be shown on your statement. "Flat taxes" include state and local taxes (or regulatory fees) that are calculated as a fixed amount (not a percentage) and may be imposed monthly per subscriber line, per retail transaction or other similar method. Regardless of whether these flat taxes are shown on your statement, applicable flat taxes are included in the monthly service plan price and Metro by T-Mobile (aka MetroPCS) remits these amounts to the relevant governmental authorities for active subscribers. You are obligated to pay the amount due pursuant to the [Terms and Conditions](#) and failure to do so may result in suspension of your services.

Please refer to the table below for a list of flat taxes that are included in the monthly service plan price.<sup>1, 2</sup>

State	Description	Rate
Alabama	Alabama State – Wireless 911 Fee	\$1.86
Alaska	Metro by T-Mobile does not currently offer service in Alaska	
Arizona		n/a
Arkansas	Arkansas State – TRS Surcharges	\$0.01
	Arkansas State – Telecom Relay Device Fee	\$0.02
California	California State - Wireless 911 Fee	\$0.30
	California State – 988 Surcharge	\$0.08
Colorado	Colorado State - Wireless 911 Fee	\$1.71
	Colorado State - 988 Surcharge	\$0.27
Connecticut	Connecticut State – Wireless 911 Fee	\$0.70
Delaware	Delaware State – Wireless 911	\$0.60
	Fee Delaware State – TRS Surcharges	\$0.02
District of Columbia		n/a
Florida	Florida State – Wireless 911 Fee	\$0.40
Georgia	Georgia State – Wireless 911 Fee	\$1.50
Hawaii		n/a
Idaho		n/a
Illinois		n/a
Indiana	Indiana State – Wireless 911 Fee	\$1.00
	Indiana State – TRS Surcharges	\$0.03
Iowa	Iowa State – Wireless 911 Fee	\$0.51
	Iowa State – TRS Surcharges	\$0.03

<b>Kansas</b>		<b>n/a</b>
	Kentucky State – Wireless 911 Fee	<b>\$0.93</b>
<b>Kentucky</b>	Kentucky State – Universal Service Fund Charge	<b>\$0.15</b>
	Kentucky State – TRS Surcharges	<b>\$0.03</b>
<b>Louisiana</b>		<b>n/a</b>
<b>Maine</b>	Maine State – Wireless 911 Fee	<b>\$1.00</b>
<b>Maryland</b>	Maryland State – Wireless 911 Fee	<b>\$0.60</b>
<b>Massachusetts</b>	Massachusetts State – Wireless 911 Fee	<b>\$1.50</b>
<b>Michigan</b>		<b>n/a</b>
<b>Minnesota</b>	Minnesota State – Wireless 911 Fee	<b>\$0.84</b>
<b>Mississippi</b>	Mississippi State – Wireless 911 Fee	<b>\$1.00</b>
<b>Missouri</b>		<b>n/a</b>
<b>Montana</b>	Montana State – Wireless 911 Fee	<b>\$1.00</b>
	Montana State – TRS Surcharges	<b>\$0.10</b>
<b>Nebraska</b>		<b>n/a</b>
	City/County – Wireless 911 Fee	<b>\$0.25 - \$1.00</b>
<b>Nevada</b>	City – Local License Tax	<b>Ordinarily 5% of 1st \$15</b>
	Nevada State – TRS Surcharges	<b>or \$0.75</b>
		<b>\$0.08</b>
<b>New Hampshire</b>	New Hampshire State – Wireless 911 Fee	<b>\$0.75</b>
<b>New Jersey</b>		<b>n/a</b>
<b>New Mexico</b>	New Mexico State – Universal Service Fund Charge	<b>\$0.97</b>
	New York State – Public Safety Communications Surcharge	<b>\$0.90</b>
	County – Public Safety Communications Surcharge	<b>\$0.30</b>
<b>New York</b>	Counties of Hamilton or St. Lawrence	<b>\$0.00</b>
	Broome County Surcharge as of 12/1/2019	<b>\$1.40</b>
	Madison County Surcharge as of 9/1/2020	<b>\$0.95</b>
	Tioga County Surcharge as of 6/1/2022	<b>\$1.30</b>
<b>North Carolina</b>	North Carolina State – Wireless 911 Fee	<b>\$0.65</b>
	North Carolina State – TRS Surcharges	<b>\$0.08</b>
<b>North Dakota</b>	North Dakota State – TRS Surcharges	<b>\$0.03</b>
<b>Ohio</b>		<b>n/a</b>
	Oklahoma State – Wireless 911 Fee	<b>\$0.75</b>
<b>Oklahoma</b>	Oklahoma State – Universal Service Fund Charge	<b>\$1.85</b>
	Oregon State – Wireless 911 Fee	<b>\$1.25</b>
<b>Oregon</b>	Oregon State – TRS Surcharges	<b>\$0.03</b>
<b>Pennsylvania</b>	Pennsylvania State – Wireless 911 Fee	<b>\$1.65</b>
	Rhode Island State – Wireless 911 Fee	<b>\$0.50</b>
<b>Rhode Island</b>	Rhode Island State – First Response	<b>\$0.75</b>

	Surcharge	
<b>South Carolina</b>	South Carolina State – Wireless 911 Fee	<b>\$0.62</b>
	South Carolina State – Universal Service Fund Charge	<b>\$0.50</b>
	South Carolina State – TRS Surcharges	<b>\$0.03</b>
<b>South Dakota</b>		<b>n/a</b>
<b>Tennessee</b>	Tennessee State – Wireless 911 Fee	<b>\$1.50</b>
<b>Texas</b>		<b>n/a</b>
<b>Utah</b>		<b>n/a</b>
<b>Vermont</b>		<b>n/a</b>
<b>Virginia</b>	Virginia State – Wireless 911 Fee	<b>\$0.55</b>
	Virginia State – 988 Surcharge	<b>\$0.08</b>
<b>Washington</b>	Washington State – Wireless 911 Fee	<b>\$0.95</b>
	Washington State – 988 Surcharge	<b>\$0.40</b>
<b>West Virginia</b>		<b>n/a</b>
<b>Wisconsin</b>	Wisconsin State – Police and Fire Protection Fee	<b>\$0.38</b>
<b>Wyoming</b>	Wyoming State - TRS Surcharges	<b>\$0.04</b>

*Last updated January 1, 2023*

(1) This table is limited to flat taxes on our monthly service plans that include voice services. Service plans for tablets, hotspots, or IoT are not covered by this table.

(2) This table is limited to flat taxes and is not an exhaustive list of taxes and fees that are included in your service plan. We recommend that you to review your statement in conjunction with this site for applicable taxes and fees that are included in the price of your service plan or features.